

# NO SUMMONS ISSUED

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
LINDA SILBERLIGHT,

Plaintiff,

-against-

HIGHLANDS PREMIER ACCEPTANCE  
CORPORATION, WAYNE M. BARRETTE,  
and JULIE BARRETTE

Defendant.  
-----X

CV 12 -

Index No.:

COMPLAINT

BRODIE, J.

BLOOM

2012 DEC -5 AM 10:04  
U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK  
FILED  
CLERK

Plaintiff, by and through her attorneys, BRONSON LAW OFFICES, P.C., as for the complaint against the above-named defendants allege, upon information and belief, as follows:

## INTRODUCTION

1. This is an action for damages brought by an individual consumer pursuant to 15 U.S.C. § 1692 *et seq.*, also known as the Fair Debt Collection Practices Act (hereinafter 'FDCPA'), which prohibits using false, deceptive, misleading, abusive, unfair and/or other illegal practices in order to collect debts, as well as for violations of the New York General Business Law, as well as the torts of negligence and gross negligence.

## JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.
3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), because a substantial part of the events giving rise to the claims of Plaintiff LINDA SILBERLIGHT occurred within this federal judicial district, and because Defendants HIGHLANDS PREMIER ACCEPTANCE CORPORATION (hereinafter "Highlands"), WAYNE M. BARRETTE, and JULIE BARRETTE, are subject to personal jurisdiction in the district because they were "doing business" within the district and are subject to personal jurisdiction in the State of New York at the time this action is commenced.

### **PARTIES**

4. Plaintiff LINDA SILBERLIGHT is a natural person residing in Queens County, New York.
5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692 (a)(3).
6. Defendant HIGHLANDS PREMIER ACCEPTANCE CORPORATION, is a corporation existing pursuant to the laws of the State of Colorado, and maintains its principal place of business at 7921 South Park Plaza, Suite 108, View Point II, Littleton, CO 80120
7. Defendant WAYNE M. BARRETTE is a natural person, and, upon information and belief, is the owner and President of HIGHLANDS PREMIER ACCEPTANCE CORPORATION.
8. Defendant JULIE BARRETTE is a natural person, and, upon information and belief, is the owner and/or an officer of HIGHLANDS PREMIER ACCEPTANCE CORPORATION.

### **FACTUAL ALLEGATIONS**

9. On or about February 18, 2010, Highlands attempted to sue Ms. Silberlight on the alleged debt. In or around March 2010, Ms. Silberlight contacted Highlands to make a payment arrangement. A March 18, 2010, email to Tracy Gill advises her that Ms. Silberlight had moved to New York. Highlands agreed to accept \$25.00 per month, and the first payment was made to Highlands on April 1, 2010. See Exhibit ‘A’.
10. On or about November 4, 2011, Highlands left a message on Ms. Silberlight’s home phone. Highland’s collection notes indicated that the message stated it was the home of Ms. Silberlight. See Exhibit ‘B’.
11. On or about December 5, 2011, Highlands collection notes indicate that they called Ms. Silberlight’s former place of employment seeking information about Ms. Silberlight. See Exhibit ‘C’.
12. On or about December 5, 2011, Highlands collection notes indicate that Highlands ran a google search on Ms. Silberlight and found out her current place of employment. On or about that date, Highlands called Ms. Silberlight’s place of employment seeking to collect on the alleged debt. See Exhibit ‘D’.

13. On or about December 5, 2011, Highland's collection notes indicate that they contact several third parties seeking information about Ms. Silberlight, even though they already knew her location, phone number, and email address. See Exhibit 'E'.
14. In or around January 12, 2012, Ms. Silberlight received an email from Tracy Gill at Highlands, stating that Highlands had determined that Ms. Silberlight was now employed, and that Highlands would now require a higher monthly payment amount. Ms. Silberlight contacted Highlands, who agreed to take \$125.00/mo for five years. However, when Ms. Silberlight asked this agreement to be reduced to writing, Highlands refused. See Exhibit 'F'.
15. On or about March 5, 2012, Julie Barrette sent an email to Ms. Silberlight, stating that if Ms. Silberlight was not going to continue making payments to Highlands, "[she] would like to know so [she] can proceed otherwise." See Exhibit 'G'.
16. On March 6, 2012, Ms. Silberlight received an email from Wayne Barrette, which stated, among other things, that "[p]ayments posted after the first day of any month from this point forward will result in the pursuit of any and all remedies available to Highlands permitted by law." See Exhibit 'H'.
17. On March 6, 2012, Ms. Silberlight spoke directly to Wayne Barrette via telephone, who again refused to reduce the payment arrangement to a writing, though Mr. Barrette did agree that Ms. Silberlight's payment could continue to be \$125.00 per month.
18. On April 9, 2012, Ms. Silberlight received an email from Tracy Gill at Highlands, now claiming that the agreement was for \$165.00 per month, not the \$125.00 per month that had already been agreed to. See Exhibit 'I'.
19. On April 11, 2012, Ms. Silberlight called Highland and spoke to Tracy Gill, and informed her that on March 6, Wayne Barrette agreed that she could continue to pay \$125.00 per month.
20. On several occasions beginning in 2010 when Ms. Silberlight began making payments to Highlands, it is clear from Highlands transaction history that Highlands was charging Ms. Silberlight legal fees, even though, upon information and belief, Highlands does not employ any attorneys. See Exhibit 'J'.
21. Additionally, upon information and belief, Highlands license to collect debts in New York City is inactive and, as such, Highlands had no legal authority to be engaging in collection activities against Ms. Silberlight, who is a resident of New York City.

**AS FOR A CAUSES OF ACTION AGAINST ALL DEFENDANTS**  
**UNDER THE FAIR DEBT COLLECTION**  
**PRACTICES ACT, 15 U.S.C. § 1692**

22. Plaintiff repeats and realleges and incorporates by reference paragraphs 1-21 as if fully set forth herein.
23. Defendants violated 15 U.S.C. §§ 1692(b), 1692(c), 1692(d)(2), 1692(d)(5), 1692(d)(6), 1692(e), 1692(e)(2), 1692(e)(3), 1692(e)(4), 1692(e)(5), 1692(e)(9), 1692(e)(10), 1692(e)(15), 1692(f), 1692(f)(1), and 1692(g).
24. Defendants violated 15 U.S.C. § 1692(b) in that they knowingly contacted third parties for location information about Ms. Silberlight, even though it already had Ms. Silberlight's home phone number and email address and knew her location.
25. Defendants violated 15 U.S.C. § 1692(c) in that they knowingly and maliciously contacted Ms. Silberlight at both her former and current places of employment in an attempt to cause her stress and embarrassment, thus communicating with several third parties regarding the alleged debt.
26. Defendants violated 15 U.S.C. §§ 1692(d)(2), 1692(d)(5) and 1692(d)(6) in that they engaged in conduct the natural consequence of which is to harass, oppress and/or abuse the Plaintiff. Defendant's actions include, but are not limited to, failing to meaningfully disclose the identity of whom Ms. Silberlight was speaking with, using deceptive titles such as "Legal Administrator" to refer to employees, using abusive language, threatening legal action against Ms. Silberlight if she did not pay, refusing to reduce her payment agreement to writing, and seeking information about Ms. Silberlight from third parties.
27. Defendants violated 15 U.S.C. §§ 1692(e), 1692(e)(2), 1692(e)(3), 1692(e)(4), 1692(e)(5), 1692(e)(9), 1692(e)(10), 1692(e)(15) and 1692(g) in that defendants used false, deceptive, and/or misleading representation(s) and/or means in connection with the collection of a debt, by engaging in numerous fraudulent dealings, including, but not limited to, not applying the payments being made to the debt, falsely representing the character and legal status of the debt by charging legal fees even though Defendants are not attorneys, and by intentionally misleading and deceiving Ms. Silberlight, in bad faith, by falsely telling her and deceiving her and misleading her to believe that her payments were being applied to pay off her debt. Additionally, defendant, on numerous occasions, threatened legal action against Ms. Silberlight if she did not pay, even though, upon information and belief, none of the parties with whom she spoke to at Highlands were actually attorneys.
28. Defendant violated 15 U.S.C. §§ 1692(f) and 1692(f)(1) by charging and collecting from Ms. Silberlight charges for legal fees even though , upon

information and belief, none of the parties with whom she spoke to at Highlands were actually attorneys.

**AS AND FOR CAUSES OF ACTION AGAINST ALL DEFENDANTS  
UNDER THE NEW YORK GENERAL BUSINESS LAW**

29. Plaintiff repeats and realleges and incorporates by reference paragraphs 1-28 as if fully set forth herein.
30. Defendants violated New York General Business Law § 349 et seq. Defendants' violations include, but are not limited to, by making false, misleading and deceptive statements to coerce Ms. Silberlight to make payments to the defendant which were not credited to her account, by charging Ms. Silberlight legal fees even though Highlands, upon information and belief, does not employ any attorneys, by not adequately identifying to whom Ms. Silberlight was speaking with and misleading and deceiving her through fraudulent representations to make her believe that she was speaking to an attorney, by giving legal advice, by giving false, misleading and deceptive legal advice, in bad faith, and by falsely and in bad faith threatening to seize Ms. Silberlight's assets in an attempt to coerce Ms. Silberlight to pay defendant money.
31. Plaintiff suffered actual damages as a result of defendants' actions.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS  
IN NEGLIGENCE AND GROSS NEGLIGENCE**

32. Plaintiff repeats and realleges and incorporates by reference paragraphs 1-31 as if fully set forth herein.
33. Defendants' actions and omission as described herein constitute negligence in that Defendants owed Plaintiff a duty of reasonable care in the collection of the alleged debt, said duty was breached given the actions of the Defendants and Defendant Highland's employees as set forth herein, and said breach was the proximate cause of damages suffered by Plaintiff.
34. Defendants' actions and omissions described herein constitute gross negligence in that Defendants owed and owes Plaintiff a duty of reasonable care in the collection of the alleged debt, said duty was breached given the actions of Defendants and Defendant Highland's employees as set forth herein, said breach was the proximate cause of damages suffered by Plaintiff and Defendants' actions and omissions demonstrate a want of scant care and indifference to the rights of the Plaintiff. Defendants' actions and those of its employees were wanton, willful, malicious and reckless. Defendants' actions and those of its employees were highly unreasonable and demonstrate an extreme departure from ordinary and reasonable care. These actions include, but are not limited to, by making

false, misleading and deceptive statements to coerce Ms. Silberlight to make payments to the defendant which were not credited to her account, by charging Ms. Silberlight legal fees even though Highlands, upon information and belief, does not employ any attorneys, by not adequately identifying to whom Ms. Silberlight was speaking with and misleading and deceiving her through fraudulent representations to make her believe that she was speaking to an attorney, by giving legal advice, by giving false, misleading and deceptive legal advice, in bad faith, and by falsely and in bad faith threatening to seize Ms. Silberlight's assets in an attempt to coerce Ms. Silberlight to pay defendant money.

35. Defendant is liable for any and all acts of its employees under a theory of vicarious liability and/or respondeat superior.
36. Plaintiff is entitled to punitive damages for the actions and omission of Defendant and Defendant's employees as described herein.

#### **DAMAGES**

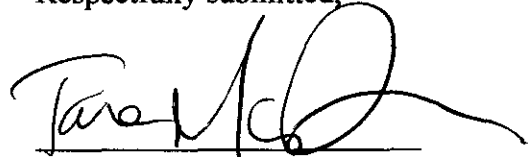
37. Plaintiff repeats and realleges and incorporates by reference paragraphs 1-35 as if fully set forth herein.
38. Because of the acts and omission of the Defendant and Defendant's employees as described herein, the Plaintiff has suffered financial loss, mental anxiety, emotional suffering, worry, humiliation, sleeplessness and mental distress. Further, the acts and omissions of Defendant and Defendant's employees were and are willful, malicious and demonstrate of a reckless disregard for the Plaintiff's rights and well-being.

**WHEREFORE**, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- a. An Order declaring Defendants' practice of charging legal fees and threatening legal action despite the fact that Defendants' are not attorneys and all other actions by Defendant and/or Defendant's employees as set forth herein to violate the Fair Debt Collection Practices Act;
- b. An Order prohibiting defendant from taking an further action against Ms. Silberlight during the pendency of this action;

- c. Statutory damages for each violation pursuant to 15 U.S.C. § 1692(k);
- d. Actual damages;
- e. Statutory damages pursuant to the New York General Business Law;
- f. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692(k) and the New York General Business Law;
- g. Punitive damages pursuant to New York Law; and
- h. Any and all such other and further relief as this Court deems just and proper.

Respectfully submitted,



Tara D. McDevitt, Esq. (TM4538)  
BRONSON LAW OFFICES, P.C.  
Attorneys for Plaintiff  
LINDA SILBERLIGHT  
61-43 186<sup>th</sup> Street  
Fresh Meadows, NY 11365  
Tel: (877) 385-7793  
Fax: (888) 908-6906

**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff demands trial by jury in this action.



Tara D. McDevitt, Esq.

**TARA DAWN MCDEVITT**  
Notary Public, State of New York  
No. 02MC6257384  
Qualified in Nassau County  
**Commission Expires March 12, 2016**



# EXHIBIT A

*Email to our Firm in Florida*

**Tracy Gill**

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**From:** Mary J. Osborne [MOsborne@KASSLAW.com]  
**Sent:** Thursday, March 18, 2010 7:19 AM  
**To:** Tracy Gill  
**Subject:** Highlands Premier vs Linda Tamargo-Perez your #3800640 our G0904654

Hi Tracy

She is now living in NY. Male called for her that she is not working and he is supporting her. They offered \$25 monthly. Please advise. Thanks Mary

## EXHIBIT B

COLLECTOR'S NOTES 04/25/12 JB Julie Barrette  
 DLR 360-1 SURGERY LOANS.COM ORIG BAL 5842.00 TRMS 48 x171.3 STAT:CO/JUDG  
 ACCT# 3600640 TAMARGO-PEREZ, LINDA SSN:594-28-0778

PHONE 718-634-4363 ETZ

420 BEACH 132ND ST  
 BELL HARBOR, NY 11694

APR: 6.00 %  
 ACCT BAL 6318.87  
 +INT DUE 261.03  
 +LATE CHG 0.00  
 PAID THRU:09/26/30, DUE: 6579.90

06/14/11 Sent \$8.33 to atty CK#12799 - commission (TMG 13:29:08)  
 06/21/11 Sent \$16.66 to atty - is a commission due (TMG 12:51:42)  
 06/28/11 Sent \$33.32 to atty is commission due on payments - CK#12827 (TMG 10:37:22)  
 07/01/11 Customer paid online - Linda paid (TMG 07:37:09)  
 08/01/11 Rc'd \$100 from atty check of \$150 (TMG 10:30:13)  
 08/02/11 Per atty:Payment was made via Roger Perez's debit card. PMT was rc'd 08-01-11 (TMG 13:48:14)  
 08/03/11 Customer paid online - pmt came from Linda (TMG 08:56:43)  
 08/19/11 Sent \$16.66 CK#12900 to atty as commission reimbursement for June/July direct pmts from Linda (TMG 11:33:56)  
 09/12/11 PHONE changed: 321-443-8641 --> ( 14:39:58)  
 09/12/11 TT Allen Silverlight - STS was upset to see that the account was charged off, informed him that the agreement Linda made in April of 2010 was to avoid litigation, and that is what the payment is for. Informed him also that the account was already charged off when the agreement was made. (TMG 14:44:12)  
 09/14/11 ACCT LOOKUP: ALAN CI WANTS TG - SHE IS IN A MEETING - DROPPED NOTE ON HER DESK (DS 09:58:13)  
 09/15/11 Customer paid online - payment from Linda (TMG 07:38:18)  
 09/16/11 SPOUSE EMAIL changed: --> rolindvending1@aol.com ( 15:36:39)  
 09/16/11 EMAIL changed: rolindvending1@aol.com --> ( 15:36:39)  
 09/16/11 Look for online pmt and update email address (TMG 15:37:43)  
 09/19/11 EMAIL changed: --> MANILOWFAN4EVER@AOL.COM ( 07:37:57)  
 10/03/11 Customer made online payment. (JEB 08:20:21)  
 10/05/11 PHONE changed: --> 718-634-4363 ( 08:18:45)  
 10/07/11 Emailed Cindy re:'see if Roger has made any addl pmts (TMG 15:01:16)  
 10/12/11 Sent \$8.33 to atty - commission due on direct pmt from Linda CK#12978 (TMG 12:21:46)  
 10/18/11 Per Cindy on Roger:No additional payments have been posted but we have been in touch with debtor who advised that they will be sending out a payment on 10/17. If it has been received, may be a few days before it is posted. (TMG 14:16:24)  
 \* 11/04/11 LM on Linda home number for pmt for Nov. Greeting says home of alan and Linda Silverlight, sounds like she is remarried (TMG 12:01:45)  
 11/07/11 EMAIL changed: MANILOWFAN4EVER@AOL.COM --> manilowfan4ever@AOL.COM ( 14:12:39)

## EXHIBIT C

COLLECTOR'S NOTES 04/25/12 JB Julie Barrette  
 DLR 360-1 SURGERY LOANS.COM ORIG BAL 5842.00 TRMS 48 x171.3 STAT:CO/JUDG  
 ACCT# 3600640 TAMARGO-PEREZ, LINDA SSN:594-28-0778

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APR: 6.00 %  
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11/09/11 EMAIL changed: manilowfan4ever@AOL.COM --> manilowfan4ever@aol.com (07:36:25)  
 11/09/11 TT Allen Silverlight - asked that TG email a trans history to Linda, processed 11.9.11 (TMG 07:37:27)  
 11/11/11 Customer made online payment. (JEB 07:55:15)  
 11/29/11 Sent 8.33 to atty: commission due on direct pmt rcd from Linda: paid online (TMG 10:26:07)  
 11/29/11 File to DS - full skip and asset search on Linda ONLY. (TMG 14:55:51)  
 12/05/11 ACCT LOOKUP: accrnt has adrs abv / accrnt iz tab has LIND VENDING 153 SENECA POINT TRL KISSIMMEE FL 34746-6615 Aug 03 407-397-2655 - nis / accrnt crt tab has a bk filed in 1996 and another filed in 2003 and i lien / per queens cta adrs abv owned by Name Owner 1 - SILBERLIGHT, ALAN LESLIE / pulled tu and fnd a mtg last reported in 2005 no frclsr no open banck and old poe - called old poe tt carmen at num on lit sheet and she has no idea (DS 11:35:43)  
 12/05/11 ACCT LOOKUP: SHE HAS NO IDEA WHO DTR IS / RAN GOOGLE UNDER LINDA SILBERLIGHT FND HER WORKING FOR A COMPANY CALLED COURIER NETWORK - CALLED THEM AT 718.656.7777 AND SHE IS THERE ADRS IS 182 30 150 RD JAMAICA NY 11405-0001 / NEARBY Kristine M McManus 417 Beach 132nd St Rockaway Park, NY 11694-1411 (718) 945-5147-LADY HU ON ME WHEN I SD WHY CALLING / (DS 11:45:31)  
 12/05/11 ACCT LOOKUP: Carolyn M McCormack Sr 424 Beach 132nd St Rockaway Park, NY 11694-1412 (718) 318-2122 - NIS / RAN ACCRNT RELATIVES - GOT 6 HITS NONE WITH TEL INFO / LANDLORD IS HUSBAND / CHECKED SENECA TR ADRS FROM LIST SHEE AND SHE STIL OWNS 153 SENECA POINT TRL, KISSIMMEE FL 34746-6615 Assessed Value - \$82,800 Parcel Number - 25-25-28-3529-0001-6170 / SHE WORKS IN NY SO PROBABLY DOES NOT LIVE IN FL - SUMMARY - HAVE POE AND PROPERTY / (DS 11:51:28)  
 12/05/11 ACCT LOOKUP: LOC NOT VVIFY'D BUT MOST LIKELY AT ADRS ABV - FILE SUBBED TO LGL (DS 11:52:01)  
 12/06/11 Customer paid online - pmt from Linda (TMG 07:40:06)  
 12/06/11 Fnd assets on Linda - emailed Gil on possibility of suit in NY  
 12-06-11 (TMG 14:41:48)  
 12/06/11 JOINT JOB DEPT changed: TELEMARKETER --> ( 15:30:50)  
 12/06/11 HIS\_JOB\_OR\_DEPT changed: PROOF OPERATOR I --> ( 15:30:50)  
 12/06/11 HIS\_PAY changed: 18025.00 --> ( 15:30:50)  
 12/06/11 JOINT\_EMPLOYER changed: SEARS HOLDINGS CORP --> ( 15:30:50)  
 12/06/11 HOW\_LONG changed: 1.8 --> ( 15:30:50)  
 12/06/11 JOINT\_HOW\_LONG changed: 1.7 --> ( 15:30:50)

# EXHIBIT D

COLLECTOR'S NOTES 04/25/12 JB Julie Barrette  
 DLR 360-1 SURGERY LOANS.COM ORIG BAL 5842.00 TRMS 48 x171.3 STAT:CO/JUDG  
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12/05/11 ACCT LOOKUP: accrnt has adrs abv / accrnt iz tab has LIND VENDING 153 SENECA POINT TRL KISSIMMEE FL 34746-6615 Aug 03 407-397-2655 - nis / accrnt crt tab has a bk filed in 1996 and another filed in 2003 and i lien / per queens cta adrs abv owned by Name Owner 1 - SILBERLIGHT, ALAN LESLIE / pulled tu and fnd a mtg last reported in 2005 no frclsr no open banck and old poe - called old poe tt carmen at num on lit sheet and she has no idea (DS 11:35:43)

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12/05/11 ACCT LOOKUP: Carolyn M McCormack Sr 424 Beach 132nd St Rockaway Park, NY 11694-1412 (718) 318-2122 - NIS / RAN ACCRNT RELATIVES - GOT 6 HITS NONE WITH TEL INFO / LANDLORD IS HUSBAND / CHECKED SENECA TR ADRS FROM LIST SHEE AND SHE STIL OWNS 153 SENECA POINT TRL, KISSIMMEE FL 34746-6615 Assessed Value - \$82,800 Parcel Number - 25-25-28-3529-0001-6170 / SHE WORKS IN NY SO PROBABLY DOES NOT LIVE IN FL - SUMMARY - HAVE POE AND PROPERTY / (DS 11:51:28)

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12/06/11 HIS PAY changed: 18025.00 --> ( 15:30:50)

12/06/11 JOINT EMPLOYER changed: SEARS HOLDINGS CORP --> ( 15:30:50)

12/06/11 HOW LONG changed: 1.8 --> ( 15:30:50)

12/06/11 JOINT HOW LONG changed: 1.7 --> ( 15:30:50)



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12/06/11 HOW\_LONG changed: 1.8 --> ( 15:30:50)

12/06/11 JOINT\_HOW\_LONG changed: 1.7 --> ( 15:30:50)

COLLECTOR'S NOTES 04/25/12 JB Julie Barrette ()  
 DLR 360-1 SURGERY LOANS.COM ORIG BAL 5842.00 TRMS 48 x171.3 STAT:CO/JUDG  
 ACCT# 3600640 TAMARGO-PEREZ, LINDA SSN:594-28-0778

PHONE 718-634-4363 ETZ

420 BEACH 132ND ST  
 BELL HARBOR, NY 11694

APR: 6.00 %  
 ACCT BAL 6318.87  
 +INT DUE 261.03  
 +LATE CHG 0.00

PAID THRU:09/26/30, DUE: 6579.90

12/06/11 HIS EMPLOYER changed: WACHOVIA BANK --> ( 15:30:50)

12/06/11 OK per Gil to proc w/suit on Linda in NY. Per JB called and LM for Linda that pmt must be received asap and the amount must be increased or we will proceed with suit in NY on Linda (TMG 15:32:21)

12/07/11 File to KK asset search for ON ROGER ONLY for post judgment collection (TMG 15:45:27)

12/08/11 ACCT LOOKUP: \*\*COS ONLY\*\* / ACCRNT HAS ADDRS ABV / ACCRNT BIZ TAB-NO RCRDS FOUND / ACCRNT COURT TAB-2 BK'S FROM 96 AND 03 1 LIEN / RVRS ADDRS DEX-DTR FOUND / PER OSCEOLA COUNTY CTA PROPERTY FOR COS OWNED BY ROGER AND LINDA PEREZ TAMARGO PARCEL # 25-25-28-3529-0001-6170 VALUE \$76,100 / GOOGLE-NME TOO COMMON / CBR HAS NO OPEN MRTG - POE INFO IN FILE DTR NLE POE INFO ON CBR IS SYMCOR NEED TO CALL 905-273-1000 TO VER EMP - (KK 09:28:00)

12/08/11 ACCT LOOKUP: CUSTOMER NOT CONTACTED (KK 09:38:21)

12/08/11 Emailed Cindy to bill us on the commission for the 12-06-11 pmt (TMG 10:36:10)

12/08/11 ACCT LOOKUP: CUSTOMER NOT CONTACTED (KK 12:19:28)

12/08/11 ACCT LOOKUP: CLLD SYMCOR AT 905-273-1000 LM FOR PAYROLL TO VER EMP / "SUMMARY-POSS POE ASSET WAITING ON RETURN CALL FOR EMP VER - PROPERTY

ASSET" / FILE TO DAN (KK 12:28:12)

12/08/11 ACCT LOOKUP: ar-file back (DS 12:28:54)

12/22/11 Rc'd 10 from atty ck of 10. (JEB 15:24:35)

01/01/12 Customer paid online - LINDA (TMG 15:56:29)

01/05/12 ACCT LOOKUP: POSS POE 905-273-1000 TT PAYROLL SD CO-DTR IS AN OPERATIONS SPECIALIST IS PART-TIME NO OTHER INFO (KK 14:06:28)

01/11/12 Emailed debtor per JB to have them increase the amount they are paying monthly since linda is now working (TMG 14:37:12)

01/12/12 Allen S called prompted from TG email to debtor. They will talk about higher payments. Three options they would like to look at. 1. Lump sum settlement 2. Settlement w/larger installments 3. Increase monthly payments. Told him it would be first of next week before we could get back to him. Call on him cell 2625. (JEB 09:01:49)

01/12/12 Emailed atty about notes of payment from Roger on 9.2.10 and possibly on 9.30.10. (JEB 11:09:49)

01/16/12 PAID-OUT from location '1' (JEB 10:41:10)

01/16/12 APR changed: 17.90 --> 6.00 ( 10:43:41)

01/16/12 COLLECT STATUS Changed from LGL TO JUDG (JEB 10:57:10)

# EXHIBIT F

January 12, 2012—letter from Tracy Gill of Highlands Corporation to Linda

From: tmgill@highlandspremier.com  
To: manilowfan4ever@aol.com  
CC: roindvending1@aol.com  
Sent: 1/12/2012 10:06:30 A.M. Eastern Standard Time  
Subj: Surgeryloans account #3600640

Linda, good afternoon:

*Julie asked me to write and inform you that we will require you to pay a larger payment amount each month other than the \$25.00. Julie informed me that at the time of your agreement to begin paying on the delinquent balance, you were at that time unemployed. recently we have determined that you are currently working for a company named Courier Network. due to the change in employment status, we will require a larger monthly payment amount. Please contact Julie or myself to make these arrangements. Thank you.*

**Tracy Gill**

Assistant Legal Administrator

Highlands Creek Corporation

7000 Sunset Blvd. Suite 100

San Diego, CA 92108

Phone: 619-594-1111

# EXHIBIT G

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**From:** "Julie Barrette" <jbarrette@highlandspremier.com>

**Date:** Mon, 5 Mar 2012 13:08:02 -0700

**To:** <mandowfan4ever@aol.com>

**Subject:** Account #3600640

Linda,

I have been out of the office almost all last week. Tracy informed me that Roger has filed Chapter 7. We are waiting to hear from our attorney what the bank does with the funds. At this point, you are solely responsible for this loan. If you are not going to send in your \$125 per month payments, I would like to know so I can proceed otherwise. Your payment was due in here on March 1<sup>st</sup>. Please let me know what your intentions are. Thank you.

Julie Barrette

The Highlands Companies

Legal Administrator

7921 South Park Plaza Suite 108

# EXHIBIT H



Shortly after, Linda received the following email from Wayne Barrette.

From: wbarrette@highlandspremier.com  
To: manilowfan4ever@aol.com  
CC: jbarrette@highlandspremier.com, tmgill@highlandspremier.com,  
dsmth@highlandspremier.com, mpuccio@highlandspremier.com,  
scontradino@highlandspremier.com  
Sent: 3/6/2012 5:02:44 P.M. Eastern Daylight Time  
Subj: RE: Linda Tamargo-Perez & Roger Perez

TO: Linda Tamargo-Perez & Alan Silverlight

Please be advised that effective immediately, all of our staff here at Highlands have been instructed to cease all verbal communications with Alan Silverlight. Mr. Silverlight's rude and unprofessional conduct and abusive language will not be tolerated by our staff any longer. Highlands is releasing its permission to speak with Mr. Silverlight previously given by Linda Tamargo-Perez. Should Mr. Silverlight call our office, our staff has been instructed to immediately terminate the call. Mr. Silverlight is not an obligor on the above referenced account.

Please be further advised, that since the Bank has returned all funds to Roger Perez, **NO LATE PAYMENTS WILL BE TOLERATED.** All payments are due to be posted to the above referenced account no later than the first day of each month. Payments posted after the first day of any month from this point forward will result in the pursuit of any and all remedies available to Highlands permitted by law.

# EXHIBIT I

From: "Tracy Gill" <mgill@highlandspremier.com>  
Date: Mon, 9 Apr 2012 15:38:27 -0600  
To: <manilowfan4ever@aol.com>  
Subject: Payment on account 3600640

Linda, good afternoon;

Contacting you regarding the payment that is currently due for April. Per your conversation with Wayne Barrette on March 6, 2012 – the agreement was that you would pay \$165.00 per month and the payment is due on the 1<sup>st</sup>. Please advise when we can expect payment.

**Tracy Gill**

Assistant Legal Administrator  
Highlands Companies  
1500 W. Canal Court  
Bldg A Ste. 150  
Littleton, CO 80120  
P: (800) 497-2221 x126  
F: (469) 398-0934

**\*\*NOTICE:** This communication (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. 119 Sections 2510-2521, is confidential, intended solely for the use of the individual or entity to whom they are addressed and may contain privileged information. If you are not the intended recipient or believe that you have received this communication in error, please email or telephone me immediately and delete this email communication. Please do not print, copy, retransmit or otherwise use this information. The views or opinions presented in this email are solely those of the author and do not necessarily represent those of the Company. The recipient should check this email and attachments for the presence of viruses. The Company accepts no liability for any damage caused by any virus transmitted by this email.

# EXHIBIT J

**Julie Barrette**

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**From:** Tracy Gill [trngill@highlandspremier.com]  
**Sent:** Tuesday, April 24, 2012 8:40 AM  
**To:** 'Julie Barrette'  
**Subject:** FW: TRANS HIST #3600640  
**Attachments:** 3600640.txt

**Tracy Gill**

Assistant Legal Administrator  
Highlands Companies  
1500 W. Canal Court  
Bldg A Ste. 150  
Littleton, CO 80120  
P: (800) 497-2221 x126  
F: (469) 398-0934

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**From:** Tracy Gill [mailto:trngill@highlandspremier.com]  
**Sent:** Wednesday, March 07, 2012 2:34 PM  
**To:** 'manilowfan4ever@aol.com'  
**Subject:** TRANS HIST #3600640

Hard copy mailed today 03-07-12

**Tracy Gill**

Assistant Legal Administrator  
Highlands Credit Corporation  
7921 South Park Plaza Ste. 108  
Littleton, CO 80120  
P: (800) 497-2221 x126  
F: (469) 398-0934

**\*\*NOTICE:** This communication (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. 119 Sections 2510-2521, is confidential, intended solely for the use of the individual or entity to whom they are addressed and may contain privileged information. If you are not the intended recipient or believe that you have received this communication in error, please email or telephone me immediately and delete this email communication. Please do not print, copy, retransmit or otherwise use this information. The views or opinions presented in this email are solely those of the author and do not necessarily represent those of the Company. The recipient should check this email and attachments for the presence of viruses. The Company accepts no liability for any damage caused by any virus transmitted by this email.

0&amp;f1y4X

3600640.txt

TAMARGO-PEREZ, LINDA  
420 BEACH 132ND ST  
BELL HARBOR, NY 11694

ACCOUNT STATUS AS OF 03/07/12 at 14:33:39

Account #:3600640 360-1 Name:TAMARGO-PEREZ, LINDA  
Due: 26 APR: 6.00 DOFP:03/26/08 Status:CO/JUDG  
Co-buyer:

Normal Pay: 171.30, Late charge: 5.00  
From: SURGERY LOANS.COM

## Transaction History:

	Pmt Date	Paid Thru	Payment Amount	Interest Owed	Int Applied	Principal Applied	Principal Balance
1 Setup	02/28/08	02/08	0.00	0.00	0.00	0.00	5842.00
2 Pmt	03/26/08	03/08	171.30	0.00	88.08	88.22	5753.78
3 Pmt	04/26/08	04/08	171.30	0.00	87.47	83.83	5669.95
4 Pmt	05/26/08	05/08	171.30	0.00	83.42	87.88	5582.07
5 Pmt	06/26/08	06/08	171.30	0.00	84.86	86.44	5495.63
6 Pmt	07/26/08	07/08	171.30	0.00	80.85	90.45	5405.18
7 Pmt	08/26/08	08/08	171.30	0.00	82.17	89.13	5316.05
8 Pmt	09/26/08	09/08	171.30	0.00	80.82	90.48	5225.57
9 Pmt	10/26/08	10/08	171.30	0.00	76.88	94.42	5131.15
10 Pmt	11/26/08	11/08	171.30	0.00	78.01	93.29	5037.86
11 Pmt	12/26/08	12/08	171.30	0.00	74.12	97.18	4940.68
12 Ck Fee	03/06/09	12/08	0.00	0.00	0.00	-10.00	4950.68
13 LateChg	03/06/09	12/08	10.00	0.00	10.00	0.00	4950.68
14 Pmt	03/06/09	01/09	181.30	0.00	169.61	11.69	4938.99
15 Ck Fee	04/07/09	01/09	0.00	0.00	0.00	-10.00	4948.99
16 LateChg	04/07/09	01/09	10.00	0.00	10.00	0.00	4948.99
17 Pmt	04/07/09	02/09	191.00	0.00	77.51	113.49	4835.50
18 102	07/31/09	02/09	0.00	0.00	0.00	-10.00	4845.50
19 Ck Fee	08/24/09	02/09	0.00	0.00	0.00	-10.00	4855.50
20 LateChg*	08/24/09	02/09	10.00	0.00	10.00	0.00	4855.50
21 Pmt*	08/24/09	08/09	906.50	0.00	329.74	576.76	4278.74
22 Ret'dCk	09/03/09	02/09	-916.50	0.00	-339.74	-576.76	4855.50
23 RtCkChg	09/03/09	02/09	0.00	0.00	0.00	-20.00	4875.50
24 LateChg	04/01/10	02/09	10.00	0.00	10.00	0.00	4875.50
25 Pmt	04/01/10	02/09	15.00	-838.60	15.00	0.00	4875.50
26 LeglFee	04/06/10	02/09	0.00	-838.60	0.00	-320.00	5195.50

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3600640.txt

## Transaction History:

	Pmt Date	Paid Thru	Payment Amount	Interest Owed	Int Applied	Principal Applied	Principal Balance
27 Legl Fee	05/02/10	02/09	25.00	-838.60	0.00	25.00	5170.50
28 Legl Fee	05/13/10	02/09	0.00	-838.60	0.00	295.00	4875.50
29 Late Chg	05/13/10	02/09	70.00	-838.60	70.00	0.00	4875.50
30 Pmt	05/13/10	01/12	5820.19	0.00	944.69	4875.50	0.00
31 Purchase	05/13/10	01/12	0.00	0.00	0.00	-6318.87	6318.87
32 Legl Fee	05/13/10	01/12	0.00	0.00	0.00	-400.00	6718.87
33 Legl Fee	05/13/10	01/12	0.00	-13.00	0.00	0.00	6718.87
34 Dfrral	05/13/10	05/30	0.00	-13.00	0.00	0.00	6718.87
35 Legl Fee	05/31/10	05/30	25.00	-13.00	0.00	25.00	6693.87
36 Legl Fee	06/21/10	05/30	50.00	-13.00	0.00	50.00	6643.87
37 Legl Fee	06/21/10	05/30	25.00	-13.00	0.00	25.00	6618.87
38 Legl Fee	06/21/10	05/30	0.00	-13.00	0.00	-93.00	6711.87
39 Legl Fee	06/21/10	05/30	0.00	-13.00	0.00	93.00	6618.87
40 Legl Fee	07/01/10	05/30	25.00	-13.00	0.00	25.00	6593.87
41 Legl Fee	08/01/10	05/30	25.00	-13.00	0.00	25.00	6568.87
42 Legl Fee	09/01/10	05/30	25.00	-13.00	0.00	25.00	6543.87
43 Legl Fee	09/30/10	05/30	25.00	-13.00	0.00	25.00	6518.87
44 Legl Fee	11/01/10	05/30	25.00	-13.00	0.00	25.00	6493.87
45 Legl Fee	12/02/10	05/30	25.00	-13.00	0.00	25.00	6468.87
46 Legl Fee	01/01/11	05/30	25.00	-13.00	0.00	25.00	6443.87
47 Legl Fee	02/01/11	05/30	25.00	-13.00	0.00	25.00	6418.87
48 Legl Fee	03/06/11	05/30	25.00	-13.00	0.00	25.00	6393.87
49 Legl Fee	04/04/11	05/30	25.00	-13.00	0.00	25.00	6368.87
50 Legl Fee	05/01/11	05/30	25.00	-13.00	0.00	25.00	6343.87
51 Legl Fee	06/02/11	05/30	25.00	-13.00	0.00	25.00	6318.87
52 Pmt	07/01/11	05/30	25.00	-429.32	25.00	0.00	6318.87
53 Pmt	08/01/11	05/30	100.00	-361.52	100.00	0.00	6318.87
54 Pmt	08/01/11	06/30	50.00	-311.52	50.00	0.00	6318.87
55 Pmt	08/03/11	06/30	25.00	-288.60	25.00	0.00	6318.87
56 Pmt	09/15/11	06/30	25.00	-308.26	25.00	0.00	6318.87
57 Pmt	10/03/11	06/30	25.00	-301.96	25.00	0.00	6318.87
58 Pmt	11/11/11	06/30	25.00	-317.47	25.00	0.00	6318.87
59 Pmt	12/06/11	06/30	25.00	-318.44	25.00	0.00	6318.87
60 Pmt	12/22/11	07/30	10.00	-325.06	10.00	0.00	6318.87
61 Pmt	01/01/12	07/30	25.00	-310.45	25.00	0.00	6318.87
62 Pmt	01/27/12	07/30	125.00	-212.46	125.00	0.00	6318.87
63 Pmt	02/23/12	07/30	3.28	-237.23	3.28	0.00	6318.87
64 Pmt	02/23/12	07/30	6.72	-230.51	6.72	0.00	6318.87
65 Pmt	03/05/12	08/30	125.00	-116.94	125.00	0.00	6318.87
***** CURRENT AMOUNT DUE (03/07/12):				\$ 6,437.89			

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## Transaction History:

Pmt	Paid	Payment	Interest	Int	Principal	Principal
			Page 2			

	Date	Thru	3600640.txt Amount	Owed	Applied	Applied	Balance
PAYMENTS MADE		9040.49					
PRINCIPAL PAID		-476.87					
INTEREST PAID		2603.49					
LATE CHARGES		110.00					
LEGAL FEES		13.00					

PAY-OFF AS OF 03/07/12: 6437.89  
Interest: 119.02  
Principal: 6318.87  
Late Charges: 0.00

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